

SECTION TWELVE

COPIES

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same instrument.

SECTION THIRTEEN

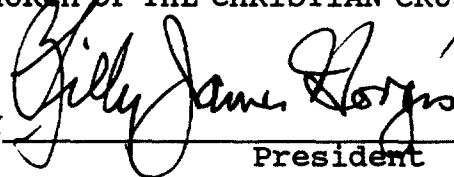
LAW GOVERNING

This Agreement shall be governed by and construed under the laws of the State of Texas.

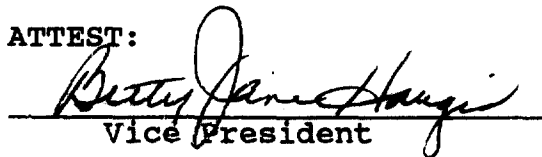
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CHURCH OF THE CHRISTIAN CRUSADE, INC.

BY

  
President

ATTEST:

  
Vice President

(Corporate Seal)

UNDER HIS DIRECTION, INC.

BY

  
President

ATTEST:

  
Vice President

(Corporate Seal)

STATE OF Missouri

COUNTY OF Newton

I, John P. Williams, a NOTARY PUBLIC of the County and State aforesaid, certify that Billy James Hargis/Betty Jane Hargis personally came before me this day and acknowledged that she is Vice President of The Church of the Christian Crusade, Inc., a Oklahoma corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Vice President.

Witness my hand and official stamp or seal, this 20 day of July, 1993. My Commission expires: 1-26-97

John P. Williams  
Notary Public

(SEAL)

JOHN P WILLIAMS  
NOTARY PUBLIC STATE OF MISSOURI  
NEWTON COUNTY  
MY COMMISSION EXP JAN. 26, 1997

STATE OF TEXAS

COUNTY OF JEFFERSON

I, Brenda Richard, a NOTARY PUBLIC of the County and State aforesaid, certify that Mark A. Peterson/Edia J. Peterson personally came before me this day and acknowledged that she is Vice President of UNDER HIS DIRECTION, INC., a Texas corporation, and that by authority duly given as the act of the corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Vice President.

Witness my hand and official stamp or seal, this 19th day of July, 1993. My Commission expires: \_\_\_\_\_

Brenda Gail Richard  
Notary Public

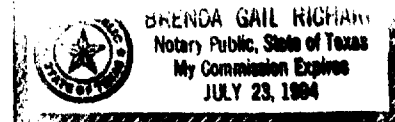


EXHIBIT A

LIST OF ASSETS

## ASSETS

The property and equipment of KDLF Radio Station are summarized by major classifications. The amounts are the estimated fair market values as of July 20, 1993.

Transmitter equipment.....	\$ 175,610.00
Studio equipment.....	31,270.00
Office equipment.....	6,590.00
Music library.....	6,000.00
 Total FMV Property & equipment.....	 \$ 219,470.00

Property and equipment listed by classification and value follow on the pages behind this summary sheet.

ASSETS: TRANSMITTER SITE

July 20, 1993

Fair Market Value

	EACH	EXT
2 240' towers with lighting.....	\$50,000	\$100,000
2 copper ground radial systems.....	10,000	20,000
2 antenna tuner units (ATU's).....	2,000	4,000
2 ATU buildings 5'x5'x9'.....	1,000	2,000
2 phase monitor sampling loops.. (500') <sub>ea</sub> .....	1.50ft	\$750
1 Collins 820-D-2 Transmitter.....		11,000
1 Gates 2-tower phasor.....		10,000
1 Gates BC500T Transmitter.....		2,000
1 Potomac Ap-19-204 antenna monitor.....		5,000
1 Wilson electric remote control.....		3,000 <sup>New</sup>
1 Marti STL-8 receiver.....		2,000
1 Inronics map 11 limiter.....		2,700
1 Transmitter building 25'x15'.....		5,000
1 Desk.....		100
1 chair.....		50
1 19" equipment rack.....		200
1 set Tubes (Collins Transmitter).....		2,000
1 set Tubes (Gates Transmitter).....		100
2DLF 4-50A 1/2" type 500' (STL Feed)	2.17ft	1,085
2DLF 5-50A 1/2" type 500' (main feed)	5.10ft	2,550
1 STL Dish		800
1 Mosely Isolator		1,000
1 set Kintrom 1/2" type connectors (New)		275

TOTAL \$ 175,610.00

ASSETS  
INVENTORY - EQUIPMENT STUDIO  
PORT NECHES SITE

*July 20, 1993*

1. Subcarrier receiver.....	300
2. Sattelite receiver.....	500
3. Marti STL transmitter.....	1,450
4. Wilson Electronics transmitter unit.....	1,500 <i>New</i>
5. RF amplifier.....	1,000
6. Modulation monitor.....	1,500
7. (2) Harris Criterion cartridge decks.....	1,600
8. CBS Abrotoryion Automax limiter.....	650
9. McMartin EBS receiver.....	400
10. McMartin EBS tone generator.....	800
11. McMartin EBS monitor.....	800
12. cassette deck (2).....	200
13. Otari 5050 reel recorder (2).....	3,000
14. BE audio mixer console.....	4,000
15. Cartridge cart recorder.....	200
16. 500 tape cartridges.....	200
17. 1200 Mk2 Technic turntables (2).....	600
18. Realistic preamp (2).....	40
19. Lux mic boom (2).....	120
20. Electro-voice RE10 microphone.....	150
21. Electro-voice model 635.....	80
22. Gates audio mixer console.....	500
23. QRT turntable.....	150
24. Tape-Caster cart recorder model 750.....	800
25. Harris criterion 80 cart recorder.....	800
26. TEAC compact disc player.....	200
27. BSR c.d. player.....	250
28. 5' equipment rack.....	200
29. Electrohome monitor speakers(2).....	120
30. Bulk eraser.....	50 <i>New</i>
31. E-V RE10 microphones (2).....	200
32. Headphones (3).....	50
33. Comdial telephone system.....	7,000
34. Weather radio.....	10
35. Comark satellite dish.....	750
36. Comark L.N.A. assembly.....	100
37. Mark 3' STL dish.....	800
38. Music Library-Albums & 45's (2800).....	2,800
Cassettes (175).....	1,400
Compact Discs (225).....	1,600
39. Techniques CD player.....	200

TOTAL... \$ 37,270.00

ASSETS: OFFICE EQUIPMENT  
 July 20, 1993  
 Fair Market Value

1	Executive Desk.....	\$500.00
2	Upholstered Chairs.....	300.00
1	Executive Chair.....	400.00
1	Table.....	50.00
1	Calculator (Hilla 12PD).....	100.00
3	Secretary Desks (5 drawer).....	1200.00
3	Secretary Chairs.....	300.00
2	File Cabinets (4 drawer).....	250.00
1	Typewriter Table.....	100.00
3	Desks (3 drawer).....	250.00
1	Commodore 64 Computer.....	150.00
2	Small Tables.....	50.00
1	Wood Cabinet.....	50.00
1	Desk Chair on Rollers.....	100.00
1	File Cabinet (3 Drawer, 1 w/3 shelves inside).....	150.00
1	Round table.....	100.00
1	Vinyl Sofa.....	125.00
1	Frigidaire Refrigerator.....	100.00
1	Wooden Table.....	25.00
1	Microwave (Hiton).....	125.00
1	Lawnmower.....	80.00
2	Wooden Record Racks.....	150.00
4	Paintings.....	185.00
1	entrance chairs and table.....	100.00
2	Wooden Chairs.....	100.00
1	Metal Cabinet.....	200.00
1	Vacuum Cleaner (Kirby).....	150.00

TOTAL    \$	6950.00
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**EXHIBIT B**

**LIST OF ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE**

ACCOUNTS RECEIVABLE KDLF RADIO  
AS OF JULY 20, 1993

BEE ALIVE	\$ 300.00
SCATTERING THE SEED	495.00
VOICE OF POWER	308.00
THRU THE BIBLE	200.00
ED LEVY-Jesus	140.00
SINGLES SUPPORT	140.00
Lets Get Serious	85.00
Faith Tabernacle	140.00
Bedair Insurance	85.50
<hr/>	
Total	\$1,893.50

ACCOUNT	MONTH	DUE	PAST-DUE	TOTAL
Rent	June		950.00(95.00)	1045.00
Rent	July	950.00		950.00
GSU (Brown Rd.)	July	330.41		330.41
GSU (Studio)	June		254.27	254.27
GSU "	July	255.43		255.43
Water	July	34.17		34.17
Ralph's Elec.	June		21.33	21.33
" "	July	91.96		91.96
S.U. Gas Co.	July	12.53		12.53
Telephone(Sprint)	May		67.72	67.72
" (AT&T)	May		1.51	1.51
" "	June		6.19	6.19
" SWBell	July	282.90		282.90
" "	May (Tower)		191.38	191.38
" "	June "		70.81	70.81
Pagers	July	48.03		48.03
Ins.	July	105.00		105.00
Sub-Total		\$ 2,110.43	\$ 1,658.21	\$ 3,768.64

EXHIBIT C

Note

\$60,000.00

FOR THE VALUE RECEIVED, we the President and Vice President of UNDER HIS DIRECTION, INC., promise to pay to the order of the Church of the Christian Crusade, Inc. the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS as follows:

A. \$10,000.00 with no interest, consisting of twelve (12) equal monthly payments with the sum of \$833.33 due and payable 90 days after closing, and the same sum of \$833.33 due and payable on the same date of each month for the following eleven (11) months. It is agreed that if the undersigned shall fail to pay the payments on this Note in a prompt and orderly fashion, and if at any time a payment for this portion of the Note is over 90 days past due, then the entire indebtedness of this portion of the Note becomes instantly due and payable.

B. \$50,000.00 at the rate of 10% per annum with interest thereon from date of closing, as follows:

The sum of \$1,062.35 due and payable 75 days after closing, and the same sum of \$1,062.35 due and payable on the same day of each month for the following 59 months and years thereafter until the entire principal balance is paid in full. It is agreed that if the undersigned shall fail to pay the payments on this Note in a prompt and orderly fashion, and if at any time a payment for this portion of the Note is over 60 days past due, then the entire indebtedness of this portion of the Note becomes instantly due and payable.

The makers have the right and privilege to prepay this note without penalty by payment of principal and interest due to date of payment.

And it is agreed that the assets listed in EXHIBIT A shall not be used as collateral to secure additional funds until the terms contained in this contract have been paid in full.

If the makers cannot immediately pay the entire indebtedness as may be required by paragraphs (A) and (B) of this Note, they agree to relinquish all property in EXHIBIT A of the Sales Agreement and immediately tender to the FCC an application for consent to assign the license to The Church of the Christian Crusade, Inc. or Billy James Hargis or a corporation under his control. Accounts Receivable and Accounts Payable of the station prior and including the day of relinquishment of property and FCC approval of reassignment shall be the responsibility of the makers.

And the makers and endorsers of this Note severally waive presentment for payment, protest and notice of protest and non-payment of this Note, and all defenses on the ground of any extension of time for the payment thereof which may hereafter be given by the holder thereof to them or either of them, and agree to pay to holder a reasonable attorney's collection fee in an amount not to exceed fifteen (15%) percent of the balance of principal and interest due, if after default this Note is turned over to an attorney for collection, whether suit is filed or not, plus all

court costs if suit is filed.

Mark A. Peterson, President

Edia J. Peterson, Vice President

STATE OF TEXAS  
COUNTY OF JEFFERSON

AGREEMENT

This AGREEMENT made June 30<sup>th</sup>, 1993, by and among Church of the Christian Crusade, Inc., a corporation organized under the laws of the State of Oklahoma and having its principal office at 1312-D South Garnett, Tulsa, Oklahoma 74128, hereinafter referred to as "Debtor," UNDER HIS DIRECTION, INC., a corporation organized under the laws of the State of Texas and having its principal office at Route 6, Box 979 K, Beaumont, TX 77705, hereinafter referred to as "Secured Party" and Mark A. Peterson, President of UNDER HIS DIRECTION, INC., hereinafter referred to as "Employee":

SECTION ONE

CREATION OF SECURITY INTEREST

Debtor grants to Secured Party a security interest in the property described in Section 2 to secure payment of Debtor's obligation to Secured Party, as described in Section 3.

SECTION TWO

DESCRIPTION OF PROPERTY

The property (Collateral) in which the security interest has been granted is the equipment, including the transmitter, of the AM radio station KDLF, Port Neches, Texas (the Radio Station).

SECTION THREE

DEBTOR'S OBLIGATION

The Debtor's obligation arises out of the payment by Secured Party of certain obligations of Debtor to be paid from this day through such time as the property is transferred to Secured Party.

Secured Party must obtain prior approval of Debtor on each payment on obligations, but Secured Party's payment of such obligations shall not exceed \$ 12,000.

#### SECTION FOUR

##### PAYMENT OF DEBTOR'S OBLIGATION

Debtor's obligation shall become due and payable immediately upon the occurrence of either of the following events:

- (a) Secured Party fails in its attempt to purchase the Radio Station due to disapproval by the Federal Communications Commission (FCC) of the application for assignment of the Radio Station license; or
- (b) By mutual agreement between Secured Party and Debtor, Secured Party no longer will pursue the purchase of the Radio Station.

#### SECTION FIVE

##### CANCELLATION OF DEBTOR'S OBLIGATION

Debtor's obligation shall become null and void upon the occurrence of either of the following events:

- (a) Secured Party receives approval by the FCC to purchase the Radio Station and sale is completed; or
- (b) by mutual agreement between Secured Party and Debtor of a predetermined event as described in Section 7(a), Secured Party will no longer pursue the purchase of the Radio Station and Debtor repays to Secured Party the full amount of money invested by Secured Party that Debtor has

approved at 10 percent per annum.

#### SECTION SIX

##### DEBTOR'S OBLIGATIONS WITH RESPECT TO USE, CARE AND MAINTENANCE OF COLLATERAL

(a) Debtor will operate and use the collateral only for normal operation of the Radio Station. No other use will be made of the collateral without Secured Party's written consent.

(b) Debtor will be responsible for maintaining the collateral and keeping it in good repair.

(c) Debtor will not remove, sell or transfer the collateral without first obtaining Secured Party's written consent.

(d) Debtor will insure the Collateral against all normal risks.

#### SECTION SEVEN

##### ADDITIONAL CONDITIONS

(a) Debtor grants to Secured Party and Secured Party accepts the option to purchase the Radio Station for a total purchase price of \$75,000 plus assuming Radio Station debts. Purchase of the Radio Station is subject to prior approval of the FCC. Debtor and Secured Party agree that by July 20, 1993 Secured Party will set up an Escrow Account containing "good faith money" and both parties will file with the FCC an application for assignment of the license of the Radio Station from

Debtor to Secured Party. Failure by Secured Party to meet the above conditions constitutes a predetermined event and will allow Debtor to exercise the provision in Section 5(b).

(b) Debtor agrees to employ Mark A. Peterson, (Employee) as General Manager of the Radio Station as long as Debtor has an obligation to Secured Party pursuant to this Agreement. Debtor will pay Employee a salary as mutually agreed upon. Employee agrees not to create any new indebtedness for the Radio Station other than normal fixed operating costs without prior approval of the Debtor. Employee agrees to devote full-time and attention to the fulfillment of his duties as General Manager of the Radio Station.

#### SECTION EIGHT

##### BINDING EFFECT ON REPRESENTATIVES AND SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the representatives, heirs, estates and successors and assigns to the parties hereto.

Nothing expressed or implied in this Agreement is intended, or shall be construed to confer upon or give any person, firm or corporation, other than the parties hereto, their successors and assigns, any benefits, rights of remedies under or by reason of this Agreement.

#### SECTION NINE

##### COPIES

This Agreement may be executed simultaneously in two counterparts, each of which shall be deemed an original, but both of which shall contribute one and the same instrument.

SECTION TEN

LAW GOVERNING

This Agreement shall be governed and construed under the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CHURCH OF THE CHRISTIAN CRUSADE, INC.

BY

Billy James Hargis  
President

ATTEST:

[Signature]  
(Corporate Seal)

UNDER HIS DIRECTION, INC.

By

Mark A. Peterson  
President

ATTEST:

[Signature]  
(Corporate Seal)

MARK A. PETERSON

Mark A. Peterson

**EXHIBIT NO. 2**

Neither the assignor nor any officer or stockholder of assignor has any interest in or connection with an AM, FM, or television broadcast station; or a broadcast application pending before the FCC and has not had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

**EXHIBIT NO. 3**

Mark A. Peterson and Edia J. Peterson are husband and wife. They together hold a 100 percent joint interest in UNDER HIS DIRECTION, INC. Marie A. Peterson is Mark A. Peterson's mother. She holds no interest in UNDER HIS DIRECTION, INC.

**EXHIBIT NO. 4**

UNDER HIS DIRECTION, INC. has executed an Installment Note with Patrick T. Monogue for \$25,000.00, which is to be used for part of the purchase price of the Radio Station. Patrick T. Monogue is a Canadian citizen, but he neither is an officer, director, nor holds any membership interest in UNDER HIS DIRECTION, INC. In addition, UNDER HIS DIRECTION, INC. has entered into an Employment Agreement with Martin G. Monogue as consideration for the loan from Patrick T. Monogue. Martin Monogue is a U.S. citizen and is the son of Patrick Monogue. Copies of both the Installment Note and the Employment Agreement are attached.

## INSTALLMENT NOTE

\$ 25,000.00

Principal Amount

Dated:

July 8<sup>th</sup>

1993

State of TEXAS

FOR VALUE RECEIVED, the undersigned hereby jointly and severally promise to pay to the order of PATRICK T. MONOGUE, his heirs, assigns or successors, the sum of TWENTY-FIVE THOUSAND AND NO/100 Dollars (\$ 25,000.00), together with interest thereon at the rate of Ten (10) % per annum on the unpaid balance. Said sum shall be paid in the manner following:

In sixty (60) equal monthly installments of \$531.18 each, with the first payment commencing on or about 60 days after the date of closing of the sale of KDLF RADIO STATION to UNDER HIS DIRECTION, INC., but in no event not later than 75 days after closing date (\*) see reverse.

All payments shall be first applied to interest and the balance to principal. This note may be prepaid, at any time, in whole or in part, without penalty. All prepayments shall be applied in reverse order of maturity.

This note shall at the option of any holder hereof be immediately due and payable upon the occurrence of any of the following:

1. Failure to make any payment due hereunder within thirty days of its due date.
2. Breach of any condition of any security interest, mortgage, pledge agreement or guarantee granted as collateral security for this note.
3. Breach of any condition of any security agreement or mortgage, if any, having a priority over any security agreement or mortgage on collateral granted, in whole or in part, as collateral security for this note.
4. Upon the death, insolvency dissolution or liquidation of any of the undersigned, or any endorser, guarantor or surety hereto.
5. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy, or for relief under any provisions of the Bankruptcy Code; or by suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be in default, and placed with an attorney for collection, then the undersigned agree to pay all reasonable attorney fees and costs of collection. Payments not made within five (5) days of due date shall be subject to a late charge of three % of said payment. All payments hereunder shall be made to such address as may from time to time be designated by any holder hereof.

The undersigned and all other parties to this note, whether as endorsers, guarantors or sureties, agree to remain fully bound hereunder until this note shall be fully paid and waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, renewal, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification or indulgence by any holder hereof shall be binding unless in writing; and any indulgence on any one occasion shall not be an indulgence for any other or future occasion. Any modification or change of terms, hereunder granted by any holder hereof, shall be valid and binding upon each of the undersigned, notwithstanding the acknowledgement of any of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the others a power of attorney to enter into any such modification on their behalf. The rights of any holder hereof shall be cumulative and not necessarily successive. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State first appearing at the head of this note. The undersigned hereby execute this note as principals and

The closing date will be determined by the purpose of this installment note as the date that the down payment funds are transferred to Church of the Christian Crusade Seller of KDLF Radio Station, from an escrow account previously established by the parties hereto.

*[Signature]*  
PTM

*[Signature]*  
MAT

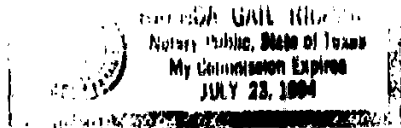
Initialed and agreed to by both parties hereto

**\*\*6. Additional terms of loan:**

This installment note becomes binding upon UNDER HIS DIRECTION, INC. and MARK A. PETERSON, President, after the purchase of KDLF Radio Station is completed and all monies have been dispersed according to the terms of the purchase agreement and the escrow account is closed by all parties to that escrow agreement. Escrow account is to be opened by Mark A. Peterson, Patrick T. Monogue, and Billy James Hargis at First National Bank Mid-County, Port Neches, Tx. In the event the sale/purchase is not completed then all monies up to Twenty-Five Thousand Dollars (\$25,000.00) in the escrow account will be returned to Patrick T. Monogue and this installment note agreement becomes null and void.

*State of Texas*  
*County of Jefferson*

*Suorn to and subscribed before me on the*  
*8<sup>th</sup> day of July, 1993.*



*Brenda H. Richard*  
Notary Public

**INSTALLMENT NOTE**

**BETWEEN**

**PATRICK T. MONOGUE,**  
**LENDER**

**DATED:** \_\_\_\_\_, 1993.

**and**

**UNDER HIS DIRECTION, INC.**  
**MARK A. PETERSON, PRESIDENT,**  
**BORROWER**

## EMPLOYMENT AGREEMENT

The parties to this Agreement are:

MARK A. PETERSON, President  
UNDER HIS DIRECTION, INC.  
Rt. 6, Box 979K  
Beaumont, TX 77705

hereinafter referred to as Employer, and

PATRICK T. MONOGUE, hereinafter referred to as Lender, and  
MARTIN G. MONOGUE, hereinafter referred to as Employee, both residing at  
2017 Monterrey  
Orange, TX 77630

The following are the complete terms and conditions of this Agreement:

1. This employment agreement is for a period of five (5) years between the Employer and Employee, and is in consideration for a loan to UNDER HIS DIRECTION, INC./Employer in the amount of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS from Lender.

2. At such time as the \$25,000.00 loan to UNDER HIS DIRECTION, INC. from Lender has been paid in full according to the terms of said loan, this Agreement is null and void and ceases to be valid.

In addition to the above terms and conditions set forth in Paragraphs 1 and 2 above by Lender, the following terms and conditions are set forth by Employer as the terms of employment of Employee:

1. Beginning salary is \$5.00 per hour gross pay, payable weekly, with a guarantee of forty (40) hours per week.
2. Salary increases will be determined after quarterly review, beginning 90 days after date of this Agreement.
3. Vacation time will be two (2) weeks per employment year for years one through three, and three (3) weeks for the fourth and fifth years, with regular pay at that time.
4. Holidays, with pay, are as follows:

New Year's Day  
Memorial Day  
July 4th

Labor Day  
Thanksgiving Day  
Christmas Day

5. Sick leave, with pay, will be five (5) normal working days per employment year.
6. Health insurance will be provided on a 50/50 cost split basis, when available.

10. Effective dates:

This Agreement begins on DATE OF LOAN, and continues for five (5) years, or until the above referred to loan from Lender is completely repaid according to the terms of the loan or until other events take place as set forth in Section 9(b) above.

The foregoing represents the entire Agreement between the parties hereto and cannot be changed or altered without the approval of all parties hereto.

AGREED TO on this the 8<sup>th</sup> day of July, 1993, by the undersigned parties hereto.

Mark A. Peterson  
MARK A. PETERSON  
UNDER HIS DIRECTION, INC.  
Employer

Patrick T. Monogue  
PATRICK T. MONOGUE, Lender

Martin G. Monogue  
MARTIN G. MONOGUE  
Employee

WITNESS:

David H. Brock